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OPINION COMMITTEE

OFFICE OF THE COUNTY ATTORNEY

HUNT COUNTY, TEXAS

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RQ-0449-GA

February 13, 2006

FILE # ML-44623-06
I.D. # 44623

The Honorable Greg Abbott
Attorney General for the State of Texas
300 West 15th Street, Suite 205
Austin, Texas 78711-2548

VIA FACSIMILE TRANSMISSION TO 512-463-2092
and CMRRR ITEM #7002 2030 0006 3535 7687

RE: Request for Attorney General Opinion

Dear Attorney General Abbott:

My office respectfully requests an Attorney General's Opinion answering whether the Hunt County Clerk's Office must accept for filing and recording, and file and record the common-law copyright of trade-name/trademark of Timothy Shamell Newsome ©, which is attached hereto as Exhibit "A."

After diligently reviewing and researching this issue, it is the belief of the Hunt County Attorney's Office that the Hunt County Clerk's Office should not accept for filing or recording the common-law copyright of trade-name/trademark of Timothy Shamell Newsome © which is attached hereto as Exhibit "A."

The basis for the opinion of the Hunt County Attorney's Office is derived from: (1) The Texas Constitution; (2) the Local Government Code; (3) Attorney General Opinion No. DM-389; (4) Attorney General Letter Opinion No. 98-016; (5) Attorney General JC-0156; (6) City of Abilene v. Fryar, 143 S.W.2nd 654 (Tex.Civ.App.—Eastland 1940, no writ); and (7) House Bill 1185.

Based on the foregoing citations, it is the opinion of the Hunt County Attorney's Office, that unless a statute authorizes, requires, or permits a document to be filed in the clerk's office, the clerk may not accept it for filing.

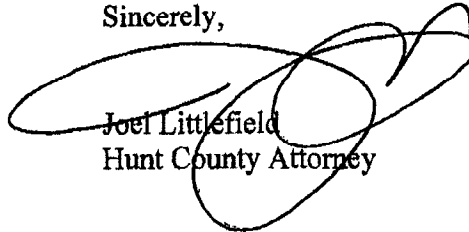
AGR Opinion 2006-01

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Attorney General Opinion
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Finally, the Hunt County Attorney's does not believe that there is any statute that authorizes, requires, or permits the attached Exhibit "A" to be filed.

Sincerely,



Joel Littlefield
Hunt County Attorney

c: Mrs. Linda Brooks,
Hunt County Clerk

1-11-06

Matthew S. Newsome ©
300 South Emily Drive
Beville, Tx 78102

Dear Linda Brooks,

enclosed you'll find an original copy of my Common Law Copyrights Notice. Would you please record said Notice in your office and send me a certified copy of the same. I am currently incarcerated at the William G. McConnell Unit in Beville, Tx, and I am indigent, i.e., I'm unable to pay any fee that's required. If your office is unable to record said Notice, would you please provide me with the legal statute or code stating the reason(s) for such refusal. Your assistance in matter is greatly appreciated.

Sincerely,

Matthew S. Newsome ©

Equal protection clause forbids state to treat one group, including group of prison inmates arbitrarily worse than another. Anderson v. Remco 72 F.3d 518 (7th Cir. 1995)

Equal protection violation occurs when government treats someone differently than another who is similarly situated. Jacobs, Viscusi and Jacobs Co. v. City of Lawrence Kansas 927 F.2d 1111 (10th Cir. 1991) City of Cleburne Living Center 473 U.S. 432 87 LEd 313, 105 S.Ct. 3249 (1985).

EXHIBIT A

Copyright Notice

Copyright Notice: All rights reserved re common-law copyright of trade-name/trademark, TIMOTHY SHAMELL NEWSOME^(c)- as well as any and all derivatives and variations in the spelling of said trade-name/trademark, not excluding "Timothy Shamell Newsome"- Common Law Copyright(c) 1986 by Timothy Shamell Newsome. Said trade-name/trademark, TIMOTHY SHAMELL NEWSOME^(c), may neither be used, nor reproduced, neither in whole nor in part, nor in any manner whatsoever, without the prior, express, written consent and acknowledgement of Timothy Shamell Newsome as signified by the red-ink signature of Timothy Shamell Newsome, hereinafter "Secured Party." With the intent of being contractually bound, any Juristic Person, as well as the agent of said Juristic Person, consents and agrees by this Copyright Notice that neither said Juristic Person, nor the agent of said Juristic Person, shall display, nor otherwise use in any manner, the trade-name/trademark, nor common-law copyright described herein, nor any derivative of, nor any variation in the spelling of, said name without prior, express, written consent and acknowledgment of Secured Party, as signified by Secured Party's signature in red ink. Secured Party neither grants, nor implies, nor otherwise gives consent for any unauthorized use of TIMOTHY SHAMELL NEWSOME^(c), and all such unauthorized use is strictly prohibited. Secured Party is not now, nor has Secured Party ever been, an accommodation party, nor a surety, for the purported debtor, i.e. "TIMOTHY SHAMELL NEWSOME," nor for any derivative of, nor for any variation in the spelling of, said name, nor for any other juristic person, and is so-indemnified and held harmless by Debtor, i.e. "TIMOTHY SHAMELL NEWSOME," in Hold-Harmless and Indemnity Agreement No. TSN-022286-HHIA dated the Twentieth Second Day of the Second Month in the Year of Our Lord One Thousand Nine Hundred Eighty Six against any and all claims, legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses whatsoever, both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered by, imposed on, and incurred by Debtor for any and every reason, purpose, and cause whatsoever. Self-executing Contract/Security Agreement in Event of Unauthorized Use: By this Copyright Notice, both the Juristic Person and the agent of said Juristic Person, hereinafter jointly and severally "User," consent and agree that any use of TIMOTHY SHAMELL NEWSOME^(c) other than authorized use as set forth above constitutes unauthorized use of Secured Party's common-law copyrighted property, contractually binds User, this Notice by Declaration becomes a Security Agreement wherein User is debtor and Timothy Shamell Newsome is Secured Party, and signifies that User: (1) grants Secured Party a security interest in all of User's property and interest in property in the sum certain amount of \$500,000.00 per each occurrence of use of common-law copyrighted trade-name/trademark TIMOTHY SHAMELL NEWSOME^(c), as well as for each and every use of any and all derivatives of, and variations in the spelling of, TIMOTHY SHAMELL NEWSOME^(c), not excluding "Timothy Shamell Newsome," plus costs, plus triple damages; (2) authenticates this Security Agreement wherein User is debtor and Timothy Shamell Newsome is Secured Party, and wherein User pledges all of User's property, i.e. all consumer goods, farm products, inventory, equipment, money, investment property, commercial tort claims, letters of credit, letter-of-credit rights, chattel paper, instruments, deposit accounts, accounts, documents, and general intangibles, and all User's interest in all such foregoing property, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, collateral for securing User's contractual obligation in favor of Secured Party for User's unauthorized use of Secured

Party's common-law copyrighted property; (3) consents and agrees with Secured Party's filing a UCC Financing Statement in the UCC filing office, as well as in any county recorder's office, wherein User is Debtor and Timothy Shameell Newsome is Secured Party; (4) consents and agrees that said UCC Financing Statement described above in paragraph "(3)" is a continuing financing statement, and further consents and agrees with Secured Party's filing of any continuation statement necessary for maintaining Secured Party's perfected security interest in all of User's property and interest in property pledged as collateral in Security Agreement described above in paragraph "(2)," until User's contractual obligation theretofore incurred has been fully satisfied; (5) authorizes Secured Party's filing of any UCC Financing Statement, as described above in paragraph "(3)," as well as in paragraph "(4)," and the filing of any Security Agreement, as described above in paragraph "(2)," in the UCC filing office, as well as in any county-recorder's office; (6) consents and agrees that any and all such filings described in paragraph "(4)" and "(5)" above are not, and may not be considered, bogus, and that User will not claim that any such filing is bogus; (7) waives all defenses; and (8) appoints Secured Party as Authorized Representative for User, effective upon User's default re User's contractual obligations in favor of Secured Party as set forth below under "Payment Terms" and "Default Terms," with full authorization and power granted Secured Party for engaging in any and all actions on behalf of User including, but not limited by, authentication of a record on behalf of User, as Secured Party, in Secured Party's sole discretion, deems appropriate, and User further consents and agrees that this appointment of Secured Party as Authorized Representative for User, effective upon User's default, is irrevocable and coupled with a security interest. User further consents and agrees with all of the following additional terms of Self-executing Contract/Security Agreement in Event of Unauthorized Use: **Payment Terms:** In accordance with fees for unauthorized use of TIMOTHY SHAMELL NEWSOME^(c) as set forth above, User hereby consents and agrees that User shall pay Secured Party all unauthorized-use fees in full within ten (10) days of date Secured Party's Invoice, hereinafter "Invoice," itemizing said fees, is sent. **Default Terms:** In event of non-payment in full of all unauthorized-use fees by User within ten (10) days of date Invoice is sent, User shall be deemed in default and: (a) all of User's property and interest in property pledged as collateral by User, as set forth in above in paragraph "(2)," immediately becomes, i.e. is, property of Secured Party; (b) Secured Party is appointed User's Authorized Representative as set forth above in paragraph "(8)"; and (c) User consents and agrees that Secured Party may take possession of, as well as otherwise dispose of in any manner that Secured Party, in Secured Party's sole discretion, deems appropriate, including, but not limited by, sale at auction, at any time following User's default, and without further notice, any and all of User's former property and interest in property formerly pledged as collateral by User, now property of Secured Party, in respect of this "Self-executing Contract/Security Agreement in Event of Unauthorized Use," that Secured Party, again in Secured Party's sole discretion, deems appropriate. **Terms for Curing Default:** Upon event of default, as set forth above under "Default Terms," irrespective of any and all of User's former property and interest in property in the possession of, as well as disposed of by, Secured Party, as authorized above under "Default Terms," User may cure User's default re only the remainder of User's former property and interest in property formerly pledged as collateral that is neither in the possession of, nor otherwise disposed of by, Secured Party within twenty (20) days of date of User's default only by payment in full. **Terms of Strict Foreclosure:** User's non-payment in full of all unauthorized-use fees itemized in Invoice within said twenty (20)

day period for curing default as set forth above under "Terms for Curing Default" authorizes Secured Party's immediate non-judicial strict foreclosure on any and all remaining property and interest in property formerly pledged as collateral by User, now property of Secured Party, which is not in the possession of, nor otherwise disposed of by, Secured Party upon expiration of said twenty (20) day strict-foreclosure period. Ownership subject to common-law copyright and UCC Financing Statement and Security Agreement filed with the UCC filing office, Record Owner: Timothy Shamell Newsome, Autograph Common Law Copyright (c) 1986. Unauthorized use of "Timothy Shamell Newsome" incurs same unauthorized-use fees as those associated with TIMOTHY SHAMELL NEWSOME (c), as set forth above in paragraph "(1)" under "Self-executing Contract/Security Agreement in Event of Unauthorized Use."